

PTO/SB/96 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Thomas LandazuriApplication No./Patent No.: 10/585,198 Filed/Issue Date: June 30, 2006Entitled: Cream Filler Composition and Method for Preparing

Tate & Lyle Europe NV, a Belgian corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Jan Hutsebaut

Printed or Typed Name

Director

Title

May 17, 2006

Date

703-442-4800

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Annex 1

"A true copy"

Oktober 4, 2006

Carol Vandeputte

Mrs. CAROL VANDPUTTE



ARBEIDSOVEREENKOMST VOOR BEDIENDEN

De werkgever :Amylum Belgium NV.
Burchtstraat 10

9300 AALST

vertegenwoordigd door :

DHR. W. VAN CAUWENBERGE, GROUP VICE PRESIDENT
FINANCE & ADMINISTRATION

en

DHR. J. BROEKAERT, GROUP HUMAN RESOURCES DIRECTORen de werknemer :TOMAS LANDAZURI
5, BD. PASTEUR
34000 MONTPELLIER
FRANCE

komen overeen hetgeen volgt :

Artikel 1 :De werkgever neemt de werknemer in dienst vanaf 1/1/2000 voor ONBEPAAALDE TIJD. De arbeidsovereenkomst wordt aangegaan met een proefperiode van 12 maanden.Artikel 2 :De werknemer wordt aangenomen als bediende.Artikel 3 :Het uurrooster bij aanwerving is : van 08u00 tot 12u00 en van 12u30 tot 16u30.Artikel 4 :

De werknemer verklaart zich bereid, indien dit uit de noodwendigheid van de dienst zou blijken, iedere andere functie, overeenstemmend met zijn opleiding of ervaring; binnen de Amylum - groep uit te oefenen.

Bovendien is de werknemer zich er van bewust dat de functie frequente beroepsreizen met zich kan meebrengen, zonder dat dit aanleiding geeft tot een aanvullende vergoeding.

Artikel 5 :

De werknemer treedt in dienst met een bruto aanvangswedde van [REDACTED] per maand (index 01/08/1998).

Artikel 6 :

De werknemer verklaart hierbij in te stemmen met de betaling van de hem verschuldigde sommen op rek.

nr.

Arbeidsovereenkomst Bedienden

2

Artikel 7 :

De arbeidsovereenkomst is slechts bindend voor zover aan volgende constitutieve voorwaarden werd voldaan:

- a. de werknemer en werkgever beiden de arbeidsovereenkomst hebben ondertekend;
 - b. de werknemer een bewijs van goed zedelijk gedrag aan de werkgever heeft bezorgd;
 - c. de werknemer een kopie of afschrift van het behaalde diploma aan de werkgever overmaakt.
- De werkgever beschouwt deze elementen als essentieel bij de wilsovereenstemming.

Artikel 8 :

De werknemer erkent hierbij ook een exemplaar van het arbeidsreglement te hebben ontvangen. Hij verbindt er zich ook toe, evenals de werkgever, de betreffende bepalingen nauwgezet na te leven.

Artikel 9 :

De werknemer verbindt er zich toe, zowel tijdens als na de beëindiging van de arbeidsovereenkomst, geen vertrouwelijke informatie met betrekking tot de Amylum Belgium NV te verstrekken aan concurrerende bedrijven of aan derden in het algemeen.

De vertrouwelijke informatie behelst zowel fabrieksgeheimen, zakengeheimen of geheimen in verband met persoonlijke of vertrouwelijke aangelegenheden.

Behoren daar ondermeer toe : fabricagemethoden, bij de fabricage gebruikte machines en ingrediënten, de aard en de samenstelling van de producten, de kostprijs, de verkoopprijs, geheime overeenkomsten met derde partijen, etc.

Het niet naleven van deze bepalingen kan een 'zware fout' betekenen en tevens aanleiding geven tot het vorderen van een passende schadevergoeding.

Artikel 10 :

De werknemer verbindt er zich toe elke uitvinding of verbetering, gedaan of ontwikkeld tijdens en als gevolg van zijn /haar tewerkstelling, ter kennis te brengen van de werkgever en de daaruit voortvloeiende rechten aan de werkgever af te staan.

Artikel 11 :

In geval van eenzijdige verbreking vóór de aanvang van de arbeidsovereenkomst, zal de werknemer een schadevergoeding betalen, gelijk aan één maand loon, vermeerderd met het loon overeenstemmende met de opzeggingstermijn van 7 dagen (Art. 81 Wet betr. Arbeidsovereenkomsten).

Artikel 12 :

Onderhavig contract is onderworpen aan de Belgische wetgeving. Bij eventuele betwisting is alleen de Arbeidsrechtbank van Aalst bevoegd.

Opgemaakt op twee pagina's, in twee exemplaren.

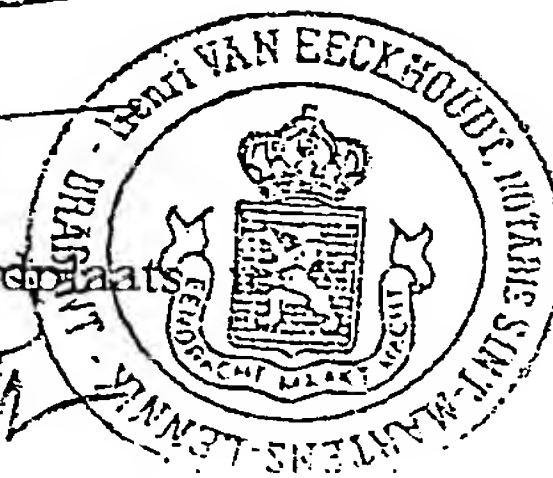
Alle contracterende partijen verklaren de tekst te hebben gelezen en tekenen voor akkoord,
Aalst, 25/11/1999

DE WERKNEMER,
TOMAS LANDAZURI

DE WERKGEVER,
J. BROEKAERT
Group Human Resources Director

W. VAN CAUWENBERGE
Group Vice President
Finance & Administration

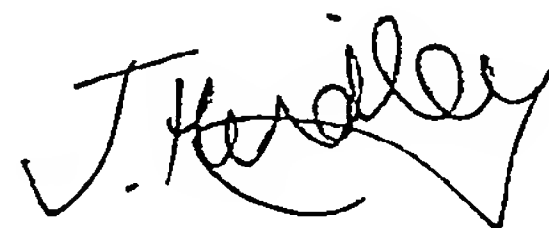
Gezien door Ons Meester Henri Van Eeckhoudt, notaris met standplaats
Sint-Martens-Lennik, voor wettiging der handtekening van
Tomas Landazuri, J Broekaert en W. Van Cauwenberge
Sint-Martens-Lennik, Lennik, 9 augustus 2006.



Annex 2

RWS Group Ltd, of Europa House, Marsham Way, Gerrards Cross, Buckinghamshire, England, hereby declares that, to the best of its knowledge and belief, the following document, prepared by one of its translators competent in the art and conversant with the English and Dutch languages, is a true and correct translation of the accompanying document in the Dutch language.

Signed this 22nd day of August 2006



J. C. HINDLEY

TLS Manager

For and on behalf of RWS Group Ltd

AMYLUM BELGIUM
MEMBER OF THE AMYLUM GROUP

CONTRACT OF EMPLOYMENT FOR EMPLOYEES

The employer: Amylum Belgium NV
Burchtstraat 10
9300 AALST

represented by: Mr W. VAN CAUWENBERGE, GROUP VICE PRESIDENT
FINANCE & ADMINISTRATION
and Mr J. BROEKAERT, GROUP HUMAN RESOURCES DIRECTOR

and the employee: TOMAS LANDAZURI
5 BD. PASTEUR
34000 MONTPELLIER
FRANCE

agree as follows:

Article 1:

The employer shall employ the employee from 1.1.2000 onwards for an INDEFINITE PERIOD OF TIME. The contract of employment is entered into with a trial period of 12 months.

Article 2:

The employee shall be employed as a non-manual worker.

Article 3:

The working hours at the time of recruitment shall be: from 8am until 12 noon and from 12.30 until 4.30pm.

Article 4:

The employee declares that if it is found to be an operational requirement, he is prepared to perform any other duty, commensurate with his training or experience, within the Amylum group. Furthermore, the employee is aware that the post may involve frequent business trips without this giving reason for additional payment.

Article 5:

The employee shall commence his employment on a gross initial monthly salary of (index 01.08.1998).

Article 6:

The employee hereby declares that he agrees to payment of the sums due to him into account
No.....

Article 7:

The contract of employment shall be binding only in so far as the following essential conditions have been met:

- a. the employee and employer have both signed the contract of employment;
- b. the employee has furnished the employer with a certificate of good conduct;
- c. the employee presents to the employer a copy or transcript of the diploma gained.

The employer regards these elements as being essential to the consensus ad idem.

Article 8:

The employee hereby acknowledges that he has received a copy of the terms and conditions of employment. He also undertakes, as does the employer, conscientiously to observe the rules concerned.

Article 9:

The employee undertakes, both during the contract of employment and after its termination, not to furnish any confidential information relating to Amylum Belgium NV to competitor companies or to third parties in general.

Confidential information comprises factory secrets, business secrets or secrets relating to personal or confidential matters.

Such secrets include the following: manufacturing methods, machines and ingredients used in the manufacture, the type and composition of the products, the cost, the selling price, secret agreements with third parties etc.

Failure to comply with these provisions can constitute 'gross misconduct' and also give rise to a claim for appropriate compensation.

Article 10:

The employee undertakes to bring to the attention of the employer any invention or improvement made or developed during and as a result of his/her employment and to surrender the rights arising therefrom to the employer.

Article 11:

In the event of unilateral breaking of the agreement before the commencement of the contract of employment, the employee shall pay compensation equivalent to one month's salary, plus the salary corresponding to the notice period of 7 days (Art. 81 of the Belgian Contract of Employment Act).

Article 12:

The present contract shall be subject to Belgian law. In the event of any dispute, the Industrial Tribunal of Aalst alone shall have jurisdiction.

Drafted in duplicate on two pages.

All contracting parties declare that they have read the text and sign it for approval.

Aalst, 26.11.1999

THE EMPLOYEE
TOMAS LANDAZURI

THE EMPLOYER
J. BROEKAERT

W. VAN CAUWENBERGE
Group Vice President

Anex 3

ACERTA
Ondernemingsloket

Sneeuwbeslaan 20
2610 Wilrijk
tel.: 03 740 78 78
fax : 03 740 78 79

"A true copy"
October 4, 2006
and J. Andeputte
Mrs. CAROL VANDOPUTTE
Uittreksel uit de KBO

ACERTA
ONDERNEMINGSLOKET
13.12.2004
WILRIJK

Betreft ondernemingsnummer: 405716158

GEGEVENS ONDERNEMING VAN EEN RECHTSPERSOON**Algemene gegevens:**

Ondernemingsnummer: 405716158
 Status: Actief
 Oprichtingsdatum: 12/12/1925
 Kapitaal: 13659000 EUR
 Duurtijd in jaren: 0

Rechtstoestanden:

Begindatum	Einddatum	Omschrijving rechtstoestand
12/12/1925	31/12/9999	Normale toestand

Rechtsvormen:

Begindatum	Einddatum	Omschrijving rechtsvorm
12/12/1925	31/12/9999	Naamloze vennootschap

Financiële gegevens:

Begindatum	Einddatum	Dag einde boekjaar	Maand einde boekjaar	Begin uitzonderlijk boekjaar	Einde uitzonderlijk boekjaar	Maand jaarvergadering
29/03/1999	31/12/9999	31	3	10/10/1998	31/03/1999	9
01/10/1998	28/03/1999	31	3	-	-	8
01/10/1991	30/09/1998	30	9	-	-	8
12/12/1925	30/09/1991	30	9	-	-	8

Benamingen:

Begindatum	Einddatum	Taalcode	Omschrijving type benaming	Benaming
15/11/2004	31/12/9999	2	Maatschappelijke naam	TATE & LYLE EUROPE
23/03/2000	14/11/2004	2	Maatschappelijke naam	MYLUM EUROPE
18/10/1998	22/03/2000	0	Maatschappelijke naam	MYLUM BELGIUM
19/03/1983	17/10/1996	0	Maatschappelijke naam	Amylum
19/03/1975	18/03/1983	0	Maatschappelijke naam	Graanderivaten Raffinaderijen Amylum /Auparavant Glucoseries réunies/
14/10/1955	18/03/1975	0	Maatschappelijke naam	Glucoseries Réunies / Anciennes Firmes Blierck frères et Callebaut Frères/
12/12/1925	13/10/1955	0	Maatschappelijke naam	La Glucose / Anciens Etablissements Blierck frères/
19/03/1975	31/12/9999	2	Afkorting	G.R. Amylum

Adressen:

Begindatum	Einddatum	Omschrijving type adres	Adres	Telefoon Fax E-mail Complément adres

Annex 4

October 4, 2006

~~And Vandepitte~~ Mrs. Anna VANDEPUTTE

ACERTA enterprise office

Abstract out of central social security
data bank for enterprisesACERTA
Enterprise officeDec. 13, 2004
WILRIJK

Concerning enterprise number: 405716158

DATA ENTERPRISE OF A LEGAL PERSONGeneral data:

Enterprise number: 405716158
 Status: Active
 Founding date: December 12, 1925

...
 ...

Legal forms:

Starting date	End date	Description legal form
Dec. 12, 1925	Dec. 31, 9999	limited company

...

Names:

Starting date	End date	Language code	Description type name	Name
Nov. 15, 2004	Dec. 31, 1999	2	Company's name	TATE & LYLE EUROPE
March 23, 2000	Nov. 14, 2004	2	Company's name	MYLUM EUROPE
Oct. 18, 1196	March 22, 2000	0	Company's name	MYLUM BELGIUM
March 19, 1983	Oct. 17, 1996	0	Company's name	Amylum
March 19, 1975	March 18, 1983	0	Company's name	Graanderivaten Raffinaderijen Amylum/Auparavant Glucoseries reunites
Oct. 14, 1955	March 18, 1975	0	Company's name	Glucoseries Réunies / Anciennes Firmes Blierck frères et Callebaut Frères
Dec. 12, 1925	Oct. 13, 1955	0	Company's name	La Glucose / Anciens Etablissements Blierck frères
March 19, 1975	Dec. 31, 9999	2	Abbreviation	G.R. Amylum

Omer 5

Carol Vandeputte

Van: Tomas Landazuri [tomlandaz@hotmail.com]
Verzonden: dinsdag 3 oktober 2006 23:43
Aan: Carol Vandeputte
Onderwerp: RE: O.Ref.: 1949-21 USw CVP - US Serial no. 10/585,198

Dear Carol,

Thanks for your mail. As you may know, I am not working for Tate & Lyle anymore. I don't feel comfortable with these papers, so I don't like to sign them.

Regards,

Tomas

From: "Carol Vandeputte" <carol.vandeputte@kob.be>
To: <tomlandaz@hotmail.com>
Subject: O.Ref.: 1949-21 USw CVP - US Serial no. 10/585,198
Date: Tue, 26 Sep 2006 10:02:20 +0200

Dear Sir,

We are the Belgian patent attorney office in the abovementioned case for Tate & Lyle Europe NV. We would like to ask you, concerning the abovementioned US patent application, to print the attached declaration form and send it back to us sufficiently signed and dated (on the places as indicated with a V) as soon as possible?

Awaiting your quick reply, we remain,
Yours sincerely,
Mrs. Carol Vandeputte, Ing.

KOB NV
President Kennedypark 31C
B-8500 KORTRIJK
Tel. +32-56/21.35.38
Fax +32-56/21.60.14
E-mail carol.vandeputte@kob.be
Website www.kob.be

><< 1949-21USwLandazuriDeclaration.pdf >>

><< 1949-21USwLandazuriAssignment.pdf >>

FREE pop-up blocking with the new MSN Toolbar [MSN Toolbar](#) Get it now!